

CERTIFICATE OF ACCEPTANCE

TO: KOCH FINANCIAL CORPORATION COMPANY

**RE: MASTER INSTALLMENT PURCHASE AGREEMENT DATED JUNE 25, 2001
BETWEEN KOCH FINANCIAL CORPORATION AND THE STATE OF
LOUISIANA**

EQUIPMENT AND PAYMENT SCHEDULE NO. _____

In connection with the above-referenced Master Installment Purchase Agreement and Equipment and Payment Schedule, we are pleased to confirm that:

1. All of the equipment described in such Equipment and Payment Schedule has been delivered to and received by the undersigned; that all installation or other work necessary prior to the use thereof has been completed; that said equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and complies with all terms of the Master Installment Purchase Agreement. You are hereby authorized to pay for the equipment in accordance with the terms of the purchase order for the same, which has already been sent to you.

2. In the future, in the event such equipment fails to perform as expected or represented, the Using Agency and the State will continue to honor the Master Installment Purchase Agreement in all respects and continue to make installment payments and any other payment under the terms of said Master Installment Purchase Agreement. Using Agency and the State will look solely to the seller, distributor, manufacturer, or any other party, other than the financing vendor, for recourse.

3. Using Agency and the State acknowledge that the financing vendor is not the distributor, manufacturer nor seller of the equipment and has no control, knowledge or familiarity with the condition, capacity functioning or other characteristics of the equipment.

4. There will be no abatement or reduction of the periodic payments made by the State except as expressly provided in the Master Installment Purchase Agreement. It is the intention of the parties that the periodic payments be made in all events unless the obligations to pay such amounts are terminated as provided for the Agreement. The State agrees not to assert against any assignee of the stream of payments any defense, counterclaim, offset or recoupment which the State may now or hereafter have against the Vendor, except for the defense that the agreement has terminated in accordance with provisions thereof.

5. The Using Agency and the State shall maintain adequate property and casualty insurance on the property during the term of the Agreement in an amount adequate to protect Vendor and its assigns, which amount shall be at least the current balance of the total amount financed, or buy out price, set forth in the Equipment and Payment Schedule. The Using Agency and the State may obtain such insurance through its own self-insurance program, by commercial insurance carriers or by a combination thereof.

6. The Using Agency has power and authority to execute and deliver this Certificate of Acceptance on behalf of the State under the Master Installment Purchase Agreement, and this Certificate of Acceptance is a valid and binding obligation of the State.

This certificate supplements, but does not alter, construe or amend the terms of the Master Installment Purchase Agreement between Koch Financial Corporation Company and the State.

Using Agency

Witness

By: _____

Title: _____

Witness

Date: _____

Description of Equipment

Equipment Serial Number(s)